

GENERAL PARTNERSHIP AGREEMENT

1

Parties & Date

THIS PARTNERSHIP AGREEMENT is entered into this 25TH day of AUGUST, 1987, at CHINO, California, and is effective on the 25TH day of AUGUST, 1987, by and between RHONDA D. JENNINGS TRUST DATED 05/4/81, hereinafter referred to as "R TRUST"; and KIMBERLY K. JENNINGS TRUST DATED 05/4/81, hereinafter referred to as "K TRUST", and BRADLEY A. JENNINGS TRUST, hereinafter referred to as "B TRUST".

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Recitals

The partners desire to form a general partnership under the laws of the State of California for the purposes and on the terms and conditions stated in this Agreement.

The parties to this Agreement agree to become partners and to form a general partnership under the laws of the State of California, and therefore, agree as follows:

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Partnership Name

The name of this partnership shall be "RKB INVESTMENTS".

4

Place of Business

The partners' principal place of business shall be at 5435 Dover Street, Chino, County of San Bernardino, State of California. The principal place of business may be changed from time to time and other places of business may be established by actions taken in accordance with provisions of this Agreement that govern management of the partnership's business and affairs.

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Term

The partnership shall begin as of the date of this Agreement and shall continue until one (1) of the partners shall give one hundred eighty (180) days' written notice to dissolve the partnership. One Hundred eighty (180) days after

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this notice is given, the partnership may dissolve and its affairs shall be wound up.

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Purpose

The purpose of this partnership shall be to buy, sell, lease, and deal in services, personal property, and real property as well as to engage in any business or undertaking agreed on by the Partners.

7

Partners' Capital Contribution

Each partner shall initially be entitled to credit to its capital account for an equal one-third (1/3rd) of the contribution to the partnership, as capital, cash in the amount shown on Exhibit "A" attached hereto and made a part hereof by reference. No other debts or liabilities are assumed by the partnership and each partner represents and warrants that no other obligation attaches to this partnership.

8

Additional Capital

The partners shall agree to any additional capital contributions.

9

Voluntary Contributions

No partner may make any voluntary contribution of capital to the partnership without the consent of the other partners.

10

Withdrawal of Capital

No partner may withdraw capital from the partnership without the consent of the other partners.

11

Profit and Loss

The partnership profits and losses shall be shared equally among the partners.

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Partners' Drawing Accounts

~~Each partner may be entitled to draw against profits such amounts as shall, from time to time, be agreed upon by the partners. These amounts shall be charged to the partners' drawing accounts as they are drawn.~~

13

Partnership Year End

The partnership shall be on a calendar year.

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Account Method

The partnership books shall be kept on the ~~accrual~~ ^{CASH} basis.

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Capital Accounts

An individual capital account shall be maintained for each partner, and that partner's capital contributions shall be credited to that account. No additional share of profits or losses shall inure to any partner because of changes or fluctuations in its capital account.

16

Partnership Books

Proper and complete books of account of the partnership business shall be kept at the partnership's principal place of business and shall be open for inspection by any partner or its accredited representatives at any reasonable time during business hours. The accounting records shall be maintained in accordance with generally accepted bookkeeping practices for this type of business.

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Control of Majority in Number

Each partner shall participate in the control, management and direction of the business of the partnership, and in exercising this control, management and direction, each partner shall have the same vote as the other partners. In the case of a Trust being a partner and if the Trust authorizes more than one (1) Trustee to act on behalf of the Trust, the Co-Trustees shall agree between them and shall have one (1) vote in this partnership. A partner with Co-Trustees shall designate the

spokesman for the Trust-partner.

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Acts Requiring Partners' Consent

The following acts may be done only with the consent of all of the partners:

- (a) Borrowing money in the partnership's name;
- (b) Transferring, hypothecating, or compromising or releasing any partnership claim, except on payment in full;
- (c) Selling, leasing, or hypothecating any partnership property or entering into any contract for any such purpose;
- (d) Suffering or causing anything to be done whereby property may be seized or attached or taken in execution, or its ownership or possession otherwise endangered.

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Dissolution

On any dissolution of the partnership, the continuing operation of the partnership's business shall be confined to those activities reasonably necessary to wind up the partnership's affairs, discharge its obligations, and preserve and distribute its assets. Promptly upon dissolution, a Notice of Dissolution shall be published under Section 15035.5 of the California Corporations Code or any equivalent successor statute then applicable.

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Notices

Any written notice to any of the partners as required or permitted under this Partnership Agreement shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given by first class or air mail, certified, postage prepaid, and addressed to the addressee at the address stated opposite the party's name below, or at the most recent address, specified by written notice given to the send by the addressee under this provision; notices to the partnership shall be similarly given and addressed to it at its principal place of business.

Governing Law

~~This General Partnership Agreement is~~ executed and intended to be performed in the State of California and the laws of that state shall govern its interpretation and effect.

22

Successors

This Partnership Agreement shall be binding on and inure to the benefit of the respective successors, assigns and personal representatives of the parties, except to the extent of any contrary provision in this Agreement.

23

Severability

If any term, provision, covenant, or condition of this Partnership Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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Entire Agreement

This instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representation or modification concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by all of the parties.

IN WITNESS WHEREOF, the parties have signed this

25TH Day of AUGUST 1987

Bruce Jennings CO TRUSTEE

Janice Kay Jennings CO TRUSTEE

General Partnership Agreement on the date first above stated.

RHONDA D. JENNINGS TRUST DATED 05/4/81:

By: Joyce Kay Jennings Trustee

By: Bruce Jennings Trustee

Address: 5435 Dover St.
Chino, Ca 91710

KIMBERLY K. JENNINGS TRUST DATED 05/4/81:

By: Joyce Kay Jennings Trustee

By: Bruce Jennings Trustee

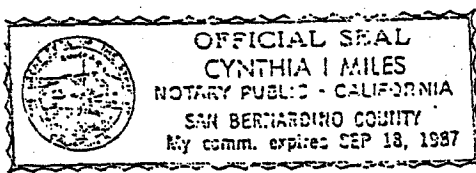
Address: 5435 Dover St.
Chino, Ca 91710

BRADLEY A. JENNINGS TRUST:

By: Joyce Kay Jennings Trustee

By: Bruce Jennings Trustee

Address: 5435 Dover St.
Chino, Ca 91710



12960-A Central Avenue, Chino, CA 91710

EXHIBIT "A"

GENERAL PARTNERSHIP AGREEMENT

RKB INVESTMENTS

PARTNER'S CAPITAL CONTRIBUTION

RHONDA D. JENNINGS TRUST

DATED 05/4/81.....\$

KIMBERLY K. JENNINGS TRUST

DATED 05/4/81.....\$

BRADLEY A. JENNINGS TRUST.....\$